

	X	
)	
In re:)	Chapter 11
LEHMAN BROTHERS HOLDINGS, INC.))	Case No. 08-13555 (JMP)
Debtor.)) x	(Jointly Administered)

NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: INTESA SANPAOLO PRIVATE BANKING ("Transferor")

Via Hoepli, 10 Milano, 20122

Italy

Paolo Pollastri Attn

Please take notice of the transfer of an undivided interest in the amount of USD 112,834.26 (EUR 2. 79,735.89), of your claim against LEHMAN BROTHERS HOLDINGS INC. Case No. 08-13555 (JMP) in the above-referenced consolidated proceedings, arising from and relating to the guaranty of certain underlying securities described in Claim No. 51234 (attached as Exhibit A hereto), to:

BANCA POPOLARE DI SONDRIO S.c.p.A. ("Transferee")

Servizio Finanza – Amministrazione Titoli Piazza Garibaldi, 16 Sondrio, 23100 Italy

Attn Gerry De Alberti

An evidence of transfer of claim (including details as to the underlying securities) is attached hereto as Exhibit B. All notices regarding the transferred portion of the claim should be sent to the Transferee as the address attached in Exhibit C.

- 3. No action is required if you do not object to the transfer of your claim. However, IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:
 - FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court
Southern District of New York

	Attn: Clerk of Court Alexander Hamilton Custom One Bowling Green New York, NY 10004-1408	1 House			
-	SEND A COPY OF YOUR	R OBJECTION	TO THE TRANSI	FEREE.	
•	Refer to INTERNAL CON correspondence related to the		in your objectio	n and any further	
FII RE	you file an objection, a hearing LED, THE TRANSFEREE ECORDS AS A CLAIMANT RANSFERRED PORTION.	WILL BE SUBS	STITUTED FOR T	THE TRANSFERO	R ON OUR
	CLERK				
FOR CLE	RK'S OFFICE USE ONLY was mailed to the first name	·:		orepaid on	,
INTERNA	L CONTROL NO				
Copy: (che	cck) Claims Agent Tran	nsfereeI	Debtor's Attorney _		
			Deputy Clerk		

IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Form 210A

SEP 1 5 2015

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP) JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed, R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Banca Popolare di Sondrio S.c.p.A.

Name of Transferee

Name and Address where notices to transferee

should be sent:

Banca Popolare di Sondrio

Piazza Garibaldi 16

Sondrio Italy 23100

Attn: Gerry De Alberti

E-mail: gerry.dealberti@popso.it

Phone: +39 0342 528927

Last Four Digits of Acct #: N/A

Phone: +39 0287940451

Name of Transferor

Last Four Digits of Acct. #: N/A

Intesa Sanpaolo Private Banking S.p.A.

Amount of Claim transferred: \$112,834.26

Date: September 11, 2015

Court Claim # (if known): 51234

Amount of Claim: \$ 195,356,055.02

Date Claim Filed: October 28, 2009

Name and Address where transferee payments should be sent (if different from above):

Phone: +39 0342 528927

Last Four Digits of Acct #: N/A

Banca Popolare di Sondrio

Piazza Garibaldi 16

Sondrio Italy 23100

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief,

By: Romano Forlin Lisignoli (Head Office Bank Officer)

Transferer/Transfered's Agent

Penalty for making a talse statement: Fine of up to \$500,000 or imprisonment foe up to 5 years, or both 18

U.S C. §M52 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT

Lehman Brothers Hol	dings Claims Proces	a District of New York sing Center	LEHMAN SEC	URITIES PROGRAMS OF OF CLAIM
c/o Epiq Bankruptcy FDR Station, P.O. Bo	Solutions, LLC ox 5076			Haller of the American Inches
New York, NY 1015	0-5076	Chapter 11	Filed: USBC - Sou	othern District of New York ers Holdings Inc., Et Al.
In Re: Lehman Brothers Ho	ldings Inc., et al.,	Case No. 08-13555 (JMP)	08-1	3555 (JMP) 0000051234
Debtors.		(Jointly Administered)		
Note: This form	may not be used t	o file claims other than those		
based on Lehmar	i Programs Secur	of July 17, 2009	ALLO DI RUE I	S FOR COURT USE ONLY
Constitution of the Consti		司表表现18.5%。中国国际企业发展的。例如,19.0%。中国20.0%。 19.0%。		
Creditor)		and address where notices should be		Check this box to indicate that this claim amends a previously filed claim.
INTES	A SANPAOLO	O PRIVATE BANKING	S.p.A.	Court Claim Number:
Via Hoep	li, 10 20121 Mil	ano, Italy		(If known)
Ref. Paol	o Pollastri (legal	Departement) @intesasanpaoloprivate.it affarile	gali@intesasanpaoloprivate.it	Filed on:
Telephone number:	these parment should	mail Address: I be sent (if different from above)		Check this box if you are aware that
Name and address w	mere payment should	,		anyone else has filed a proof of claim relating to your claim. Attach copy of
				statement giving particulars.
Telephone number:		Email Address:	ities Your claim amount must be	e the amount owed under your Lehman mber 15, 2008 or acquired them thereafter,
Programs Securities and whether such of	aim matured or beca	me fixed or liquidated before or after	September 15, 2008. The claim	amount must be stated in United States to more than one Lehman Programs Security,
you may attach a se	hedule with the clain	I amounts for each Demand 11-g		
Amount of Claim:	s 195,356.	055.02 (Required)	PLEASE S	EE THE ATTACHED ANNEX
		in includes interest or other charges	in addition to the principal amou	nt due on the Lehman Programs Securities.
				which this claim relates. If you are filing s for the Lehman Programs Securities to
this claim with resp which this claim re	ect to more than one lates.	Lehman Programs Security, you may	PLEASE S	EE THE ATTACHED ANNEX
15.5500.850.1		N. I. (ICIN).	(Required)	
International Secu	rrities Identification	Number (ISIN):		
appropriate (each, a from your account) than one Lehman F relates.	"Blocking Number holder (i.e. the bank, Programs Security, yo	broker or other entity that holds such ou may attach a schedule with the Blo	securities on your behalf). If yo ocking Numbers for each Lehman	depository blocking reference number, as n. You must acquire a Blocking Number u are filing this claim with respect to more a Programs Security to which this claim
Clearstream Baul number:	k Blocking Number,	Euroclear Bank Electronic Instru	ction Reference Number and or PLEASE S	r other depository blocking reference SEE THE ATTACHED ANNEX
			iired)	
you are filing this accountholder (i.e. numbers.	the bank, broker or	other entity that holds such securities	on your behalf). Beneficial hold	our Lehman Programs Securities for which ry participant account number from your lers should not provide their personal account
Accountholders I	Euroclear Bank, Cle	arstream Bank or Other Depositor (Requ		
E Consent to Fu	oclear Bank, Clear	tream Bank or Other Depository:	By filing this claim, you	FOR COURT USE ONLY
	. Jeanned to harre and	horized Furnciear Dalik, Clearsucal	Dank of other depository	FILED / RECEIVED
disclose your iden	tity and holdings of I and distributions.	Lehman Programs Securities to the D	eolors for the purpose of	
reconciling claims		son filing this claim must sign it. Sig	n and print name and title, if any	OCT 2 8 2009
Date.	af the anaditor or atl	per person authorized to file this clair	n and state address and telephone	
10/26/2009	number if different	from the notice address above. Attack	1 copy of power of anothey, if	EPIQ BANKRUPTCY SOLUTIONS, LLC
	any, Giampie	aufeo mais	or imprisonment for up to 5 years	, or both. 18 U.S.C. §§ 152 and 3571
Penalty	for presenting fraudi	itent claim: wrine of up to \$500,000 to	of imprisonment for up to a year.	

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS_

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epio Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

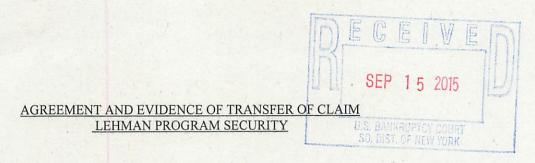
Acknowledgment of Filing of Claim To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptey court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

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BONDS HE	LD ON	CLIEN	TS' ACCOUN	Γ								
						<u> </u>						
LEARST	REAM A	CCOU	NT No. 11037						 			i
	Issue	change at 09/15/200		Principal amount converted in USD as on the exchange on 09/15/2008	Interest accrued up to 09/15/2008 (excluded) in currency	Interest accrued up to 09/15/2008 (excluded) converted in USD	Interest	Interest accrued from 09/15/2008 up to 11/02/2009 in currency	from 09/15/2008 up to 11/02/2009	claim in currency	Amount of the claim in USD	Clearing system blocking number
SIN CODE	EUR	1.4151	291.000.00	411,794.10	6,505.64	9,206.14	6.375000	20,973.22	29,679.20	318,478.86		
(S0128857413	 	1,4151	410.000.00	580,191.00	1	6,349.87	2.000000	9,270.56	13,118.76	423,757.78		
(S0162289663	EUR	1.4151	375,000.00	530,662.50	·	10,300.99	3.829850	16,236.97	22,976.93	398,516.31		
(\$0163559841	EUR	+	15.545.000.00	21,997,729.50	 	627,553.36	3.061960	538,123.73	761,498.90	16,526,593.00		
(S0176153350	EUR	1.4151	1,259,000.00	1.781.610.90		49,222.14	3.439390	48,955.23	69,276.54	1,342,738.74		
(S0178969209	EUR	1.4151	 	8.593.902.30		52,818.12	5.268000	361,693.71	511,832.77	6,472,018.37		
(S0179304869	EUR	1.4151	 				3.558270	46,262.45	65,466.00	1,223,885.27		
S0181945972	EUR	1.4151	 				4.750000	381,924.28	540,461.05	7,718,214.60		
(S0183944643	EUR	1.4151					4.561920	212,282.86	300,401.48	4,431,401.70		
CS0185655445	EUR	1.4151			+		4.319150	32,228.06	45,605.92	703,552.51		
KS0189294225	EUR	1.415	1				5.316000	1,942,743.28	2,749,176.01	34,611,422.68		
KS0189741001	EUR	1.415					5.213000	866,121.41	1,225,648.41	15,615,322.9		
XS0193035358	EUR	1.415					4.973030	28,223.88	39,939.6	534,532.8		
XS0195431613	EUR	1.415					4.50	1,017.5	0 1,439.86	21,137.4		CA191
XS0197173643		1.415					3.050040	20,448.06	28,936.0	631,188.8	8 893,195.38	CA191
XS0200284247	EUR	1.415					3.00348	0 2,376.92	3,363.5	74,238.0	9 105,054.33	
XS0202417050		1.415					5.21800	0 744,601.93	1,053,686.1	13,430,634.0	5 19,005,690.24	
XS0205185456		1.415					3.15894	0 10,178.37	14,403.4	1 301,573.9	3 426,757.20	
XS0208459023		1.415						0 1,921.94	3,425.5	8 37,004.1	8 65,954.4	
XS0210414750		1.7823		1						4 1,389,066.4		
XS0210782552		1.415					+			6 4,263,989.3		
XS0211093041	EUR	1.415					 					
XS0211814123	EUR	1.415		1			+			6 3,947,561.4	5,586,194.2	1 CA184
XS0213899510	EUR	1.415									36,528.2	9 CA192
XS0213971210	EUR	1.41	- 				+		+		1	3 CA19
XS0218304458	EUR	1.41	51 30,000.0	_ +			+					2 CA26
XS0224346592	2 EUR	1.41	51 12,790,000.0	18,099,129.			+	<u> </u>				8 CA19
XS022926985	EUR	1.41	51 25,000.0	0 35,377.5	0 1,260.2	25 1,783.37	5.12500	1,446.5	2,043.0	2.1.00		

	1			70.755.00	734.25	1,039.03	4.000000	2,261.11	3,199.70	52,995.36	74,993.73	CA19273
XS0252834576	EUR	1.4151	50,000.00	70,755.00		35,262.52		375,627.08	531,549.89	6,650,545.83	9,411,187.41	CA19276
XS0254171191	EUR	1.4151	6,250,000.00	8,844,375.00	24,918.75	35,262.52		373,027.00	0.00	2,000,000.00		
XS0263788779	EUR	1.4151	2,000,000.00	2,830,200.00			0.000000					CA19280
XS0268648952	EUR	1.4151	50,000.00	70,755.00	2,061.13	2,916.71	4.250000	2,402.43		54,463.56		CA19287
XS0283497005	EUR	1.4151	5,000.00	7,075.50	138.92	196.59	4.46	252.12	356.78	5,391.05		
XS0307745744		1.4151	50,000.00	70,755.00	561.64	794.78	5.125000	2,897.05	4,099.61	53,458.69	75,649.40	CA19297
				183,338,691.50		2,412,675.96			9,604,687.55		195,356,055.02	
											Plus all other fees, expenses and costs (yet to be determined), in each case, to the fullest extent allowed by the Court, the Bankrupto Code and any applicable laws	
								Signature-Name Position	Ouden Proces Giampio Bracchi Chairman			



TO: THE DEBTOR AND THE BANKRUPTCY COURT

- 1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Intesa Sanpaolo Private Banking S.p.A. ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to Banca Popolare di Sondrio S.C.p.A., acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 51234 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.



- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 21 day of August 2015.

Intesa Sanpaolo Private Banking S.p.A.

On behalf of Intesa Sanpaolo Private Banking S.p.A.

By: Name: Paolo Pollastri

Title: Head of Legal Affairs

Intesa Sanpaolo Private Banking S.p.A.

Via Hoepli, 10 20122 Milano Banca Popolare di Sondrio S.C.p.A

Name Romano Forlin Listanoli Title: Head Office Bank Officer

Piazza Garibaldi 16, Sondrio 23100, Italy

Attn: Gerry De Alberti phone 0039 0342 528927 fax 0039 0342 528370

mail

gerry.dealberti@popso.it

Schedule 1

Banca Popolare di Sondrio Sicil

Transferred Claims

Purchased Claim

0.48247 % of XS0176153350 = USD 112,834.26 of USD 23,386,781.76 (i.e. the outstanding amount of XS0176153350 as described in the Proof of Claim dated October 26, 2009 and filed on October 28, 2009),

Which equals 0.05775% of the Proof of Claim = USD 112,834.26 of USD 195,356,055.02 (the outstanding amount of the Proof of Claim dated October 26, 2009 and filed on October 28, 2009).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Lehman Brothers 2013	XS0176153350	Lehman Brothers Treasury Bv	Lehman Brothers Holdings Inc.	EUR 75,000.00 (equivalent to USD 106,132.50)	10/10/2013	EUR 79,735.89 (equivalent to USD 112,834.26)

Intesa Sanpaolo Private Banking S.p.A.

Exhibit C

Address for Notices:

BANCA POPOLARE DI SONDRIO S.c.p.A. Piazza Garibaldi, 16 Sondrio, 23100 Italy

Attn: Gerry De Alberti – Servizio Finanza / Amministrazione Titoli